

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 8	
2. CONTRACT NO. DAAB15-02-D-1002		3. AWARD/EFFECTIVE DATE See Block 31c		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Gregory P. Roddy		b. TELEPHONE NUMBER (No collect calls) (703) 325-3318		8. OFFER DUE DATE/ LOCAL TIME:	
9. ISSUED BY CODE W73QLH USA CECOM ACQUISITION CTR - WASHINGTON 2461 EISENHOWER AVENUE (AMSEL-AC-WB-B) ALEXANDRIA, VA 22331-0700				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: ____% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUS. <input type="checkbox"/> S(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
				12. DISCOUNT TERMS -0-		13b. RATING	
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
				15. DELIVER TO: CODE F13SAF AS SPECIFIED ON EACH INDIVIDUAL ORDER		16. ADMINISTERED BY See block 9	
17a. CONTRACTOR/ OFFEROR CODE 60128 FACILITY CODE MICROSOFT CORPORATION 8050 Microsoft Way Charlotte, NC 28273 Cynthia Guest cynthg@microsoft.com 980-776-8283				18a. PAYMENT WILL BE MADE BY CODE F60700 AS SPECIFIED ON EACH INDIVIDUAL ORDER			
[X] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGES 2, 3, 4, 5, 6, 7, 8 ATTACHMENTS A, B, AND C ARE MADE A PART OF THIS CONTRACT REMIT TO: MICROSOFT CORPORATION PO BOX 844510 DALLAS, TX 75284-4510						
25. ACCOUNTING AND APPROPRIATION DATA SPECIFIED ON EACH ORDER							
[] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. [] ARE [] ARE NOT ATTACHED							
[] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED, ADDENDA [] ARE [] ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> [] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE ____ OFFER [] DATED, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER Ray Ivey, Premier Services Mgr-Federal rayivey@microsoft.com		30c. DATE SIGNED August 7, 2002		31b. NAME OF CONTRACTING OFFICER Robin A Baldwin robin.baldwin@cacw.army.mil		31c. DATE SIGNED 7 Aug 2002	
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
				35. AMOUNT VERIFIED CORRECT FOR			
				36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL		37. CHECK NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				42a. RECEIVED BY (Print)		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41c. DATE		42b. RECEIVED AT (Location)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A PM, BES SUPPORT - 950 TECHNICAL ACCT MANAGER (TAM) HOURS - 1600 ALLIANCE SUPPORT TEAM (AST) HOURS - 80 REACTIVE INCIDENTS - 18 NAMED CONTACTS - 5 GROUP WEB ID'S - 5 GROUP SERVICE DESK ID'S - 4 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION) - 4 MSDN UNIVERSAL SUBSCRIPTIONS - 5 TAM ON-SITE VISITS - 50 PROACTIVE CREDITS	1	EA	\$507,720	\$507,720
0002	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A LARGE SCALE CENTRALLY MANAGED SUPPORT SERVICES - 1600 TECHNICAL ACCT MANAGER (TAM) HOURS - 3200 ALLIANCE SUPPORT TEAM (AST) HOURS - 100 REACTIVE INCIDENTS - 16 NAMED CONTACTS - 4 GROUP WEB ID'S - 4 GROUP SERVICE DESK ID'S - 4 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION) - 4 MSDN UNIVERSAL SUBSCRIPTIONS - 4 TAM ON-SITE VISITS - NO PROACTIVE CREDITS	1	EA	\$878,000	\$878,000
0003	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A LARGE SCALE DOIM MANAGED SUPPORT SERVICES - 800 TECHNICAL ACCT MANAGER (TAM) HOURS - 1600 ALLIANCE SUPPORT TEAM (AST) HOURS - 75 REACTIVE INCIDENTS - 12 NAMED CONTACTS - 2 GROUP WEB ID'S - 1 GROUP SERVICE DESK ID'S - 2 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION) - 2 MSDN UNIVERSAL SUBSCRIPTIONS - 2 TAM ON-SITE VISITS - NO PROACTIVE CREDITS	1	EA	\$457,000	\$457,000
0004	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A THEATER COMMANDS AND LARGE DOIM MANAGED INSTALLATION SUPPORT SERVICES - 400 TECHNICAL ACCT MANAGER (TAM) HOURS - 800 ALLIANCE SUPPORT TEAM (AST) HOURS - 50 REACTIVE INCIDENTS - 8 NAMED CONTACTS - 1 GROUP WEB ID'S - 1 GROUP SERVICE DESK ID'S - 1 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION) - 1 MSDN UNIVERSAL SUBSCRIPTIONS - 1 TAM ON-SITE VISITS - NO PROACTIVE CREDITS	1	EA	\$237,500	\$237,500

0005	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A SMALLER ORGANIZATION (7 TO 15K DESKTOPS) SUPPORT SERVICES	1	EA	\$121,580	\$121,580
	- 200 TECHNICAL ACCT MANAGER (TAM) HOURS				
	- 400 ALLIANCE SUPPORT TEAM (AST) HOURS				
	- 25 REACTIVE INCIDENTS				
	- 4 NAMED CONTACTS				
	- 1 GROUP WEB ID'S				
	- 1 GROUP SERVICE DESK ID'S				
	- 1 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION)				
	- 1 MSDN UNIVERSAL SUBSCRIPTIONS				
	- 1 TAM ON-SITE VISITS				
	- NO PROACTIVE CREDITS				
0006	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A LARGE SCALE CENTRALLY/REGIONALLY MANAGED ENTERPRISE WITH REMOTE SITE SERVICE RESPONSIBILITY SUPPORT SERVICES	1	EA	\$421,040	\$421,040
	- 1600 TECHNICAL ACCT MANAGER (TAM) HOURS				
	- 400 ALLIANCE SUPPORT TEAM (AST) HOURS				
	- 100 REACTIVE INCIDENTS				
	- 16 NAMED CONTACTS				
	- 4 GROUP WEB ID'S				
	- 4 GROUP SERVICE DESK ID'S				
	- 4 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION)				
	- 4 MSDN UNIVERSAL SUBSCRIPTIONS				
	- 4 TAM ON-SITE VISITS				
	- NO PROACTIVE CREDITS				
0007	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A THEATER COMMANDS AND LARGE SCALE DOIM SUPPORTED INSTALLATION/TENNANTS SUPPORT SERVICES	1	EA	\$228,520	\$228,520
	- 800 TECHNICAL ACCT MANAGER (TAM) HOURS				
	- 200 ALLIANCE SUPPORT TEAM (AST) HOURS				
	- 75 REACTIVE INCIDENTS				
	- 8 NAMED CONTACTS				
	- 2 GROUP WEB ID'S				
	- 2 GROUP SERVICE DESK ID'S				
	- 2 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION)				
	- 2 MSDN UNIVERSAL SUBSCRIPTIONS				
	- 2 TAM ON-SITE VISITS				
	- NO PROACTIVE CREDITS				
0008	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A LARGE DOIM SUPPORTED INSTALLATION/TENNANTS SUPPORT SERVICES	1	EA	\$106,940	\$106,940
	- 400 TECHNICAL ACCT MANAGER (TAM) HOURS				
	- 0 ALLIANCE SUPPORT TEAM (AST) HOURS				
	- 50 REACTIVE INCIDENTS				
	- 4 NAMED CONTACTS				
	- 1 GROUP WEB ID'S				
	- 1 GROUP SERVICE DESK ID'S				
	- 1 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION)				
	- 1 MSDN UNIVERSAL SUBSCRIPTIONS				
	- 1 TAM ON-SITE VISITS				
	- NO PROACTIVE CREDITS				

0009 MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A 1 EA \$56,300 \$56,300
 SMALLER ARMY ORGANIZATIONS REQUIRING IRREGULAR INFRASTRUCTURE SUPPORT,
 SUPPORT SERVICES
 - 200 TECHNICAL ACCT MANAGER (TAM) HOURS
 - 0 ALLIANCE SUPPORT TEAM (AST) HOURS
 - 25 REACTIVE INCIDENTS
 - 4 NAMED CONTACTS
 - 1 GROUP WEB ID'S
 - 1 GROUP SERVICE DESK ID'S
 - 1 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION)
 - 1 MSDN UNIVERSAL SUBSCRIPTIONS
 - 1 TAM ON-SITE VISITS
 - NO PROACTIVE CREDITS

PREMIER AND ALLIANCE SUPPORT ADD-ON SERVICES. THESE CLINS MAY BE PURCHASED ONLY IN ADDITION TO CLINS 0001 THROUGH 0009. THE FOLLOWING CLINS 0010, 0011, 0018, 0022 MUST BE PURCHASED ON A FIRM FIXED PRICE IDIQ BASIS AND ARE UTILIZED TO CUSTOMIZE SUPPORT PROVIDED BY CLINS 0001THROUGH 0009. THE FOLLOWING CLINS 0012, 0013, 0014, 0015, 0016, 0017, 0019, 0020, 0021 MUST BE PURCHASE ON A FIXED PRICE BASIS AND ARE UTILIZED TO CUSTOMIZE SUPPORT PROVIDED BY CLINS 0001 THROUGH 0009.

CLIN	DESCRIPTION	UNIT	UNIT PRICE
0010	TECHNICAL ACCOUNT MANAGER (TAM) HOURS	HOUR	\$ 163.20/HR
0011	ALLIANCE SUPPORT TEAM (AST) HOURS	HOUR	\$ 163.20/HR
0012	5 PACK OF INCIDENTS WITH 20 HOURS TAM TIME	LOT	\$ 6,864.00

SUBSCRIPTIONS

0013	1 TECHNET SINGLE SERVER SUBSCRIPTION, UNLIMITED USER	LOT	\$ 860.00
0014	1 SINGLE USER MSDN UNIVERSAL SUBSCRIPTION	LOT	\$ 2,800.00
0015	ONSITE KNOWLEDGE TRANSFER SITE VISIT FROM TAM, UP TO 2 DAYS, INCLUDES TRANSPORTATION AND EXPENSES	LOT	\$ 2,500.00
0016	UPGRADE FROM DESIGNATED RESOURCE TO ON-SITE DEDICATED RESOURCE (CONUS)	LOT	\$50,000.00
0017	UPGRADE FROM DESIGNATED RESOURCE TO ON-SITE DEDICATED RESOURCE (OCONUS)	LOT	\$100,000.00
0018	APPLICATION DEVELOPMENT CONSULTANT (ADC) HOURS	HOUR	\$ 163.20/HR
0019	5 DEVELOPER INCIDENTS WITH 20 TAM OR ADC HOURS	LOT	\$ 8,064.00
0020	MICROSOFT OPERATIONS FRAMEWORK (MOF) WORKSHOP	EA	\$ 15,000.00
0021	PREMIER PROACTIVE WORKSHOP	EA	\$ 15,000.00
0022	PROACTIVE CREDITS (MAY BE USED TO PURCHASE OF PROACTIVE SERVICES)	LOT	\$ 1,000.00

ATTACHMENT A

STATEMENT OF WORK PREMIER AND ALLIANCE SUPPORT FOR ENTERPRISE SYSTEMS SERVICES DESCRIPTION

The term of this Statement of Work Premier Support Services Description ("Services Description") commences on the Award/Effective Date ("Effective Date") and terminates on June 30, 2003 ("Termination Date") unless otherwise terminated herein. The term "Customer" means United States Department of Defense. The term "Contract" means Purchase Order DAAB15-02-D-1002 with this Attachment A, Attachment B (FAR 52.212-4 and 52.212-5) and Attachment C (Addendum to FAR 52.212-4).

1. OVERVIEW. This Services Description describes the specific areas of service, responsibilities, fees, and terms associated with Premier Support. Prerequisites and assumptions associated with providing these services are also included. Premier Support focuses on the following key areas of service:

- **Account Management** from an assigned Technical Account Manager ("TAM") to build and maintain technical relationships with Customer's key management and support staff and ensure each element of Premier Support meets Customer's business requirements. Account Management from an Application Development Consultant ("ADC") to build and maintain technical relationships with Customer's key management and support staff and ensure each element of Premier Support meets Customer's business requirements.
- **Proactive Services** to help prevent problems and increase system availability.
- **Information Services** to equip Customer's staff with the latest knowledge on Microsoft products to enhance Customer's in-house support capabilities.
- **Technical Support** providing Customer staff round-the-clock access to Microsoft support professionals for rapid resolution of complex problems.
- **Account Resources:**
 - Technical Account Manager (TAM) assigned to function as a single point of contact to coordinate and deliver Proactive, Responsive, and Online services to meet customer needs. They will direct other members of the support team to ensure customer satisfaction.
 - The Alliance Support Team (AST) is a group of designated support professionals who are familiar with Customer environment and support needs. This team provides both proactive services and problem resolution services to ensure high levels of system availability and reliability.

2. PREREQUISITES AND ASSUMPTIONS. This Services Description is based upon the following Prerequisites and Assumptions:

- Except where specifically noted, all services will be provided remotely from Microsoft to customer locations in the United States and Canada. Where onsite visits are mutually agreed, Customer will be billed for reasonable travel and living expenses in accordance with the Federal Travel Regulation and/or the Joint Travel Regulation. In addition, all services will be provided in the English language unless otherwise agreed to by Customer and Microsoft in writing.
- The Supported Products under this Services Description encompass United States and French Canadian versions of released Microsoft products except those listed at <http://support.microsoft.com/support/supportnet/suppobsolescence.asp> in the Discontinued Products List. Overall incident resolution time for non-United States products may be longer to enable escalation to Microsoft subsidiaries outside of North America.
- A list of specific products eligible for pre-release support will be posted on the Premier Online Support website. The availability of support services for those pre-release products may vary, including limits on the hours or days of the week during which support is available.
- All services, including any additional services purchased shall be forfeited if not utilized during the term of this Services Description.
- The Alliance Support Team will service a predefined set of Microsoft products and be available to pre-authorized Customer contacts.
- Members of the Alliance Support Team and the TAM will be available to Customer 40 hours per week and approximately 40 weeks per year. Time not with Customer is utilized for technical training and professional development, vacation, and sick time. Access to the designated team can be arranged outside standard business hours, by prior mutual agreement. When the dedicated TAM is not available, a backup account manager will be made available to provide escalation management of critical issues and to service other critical requests. When designated support professionals from the AST are not available, backup designated support professionals will work with Customer.

3. MICROSOFT RESPONSIBILITIES. Microsoft will provide the following Premier Support services:

3.1 Account Management. Account Management services are delivered by the TAM and are intended to help coordinate and streamline the support relationship. The TAM is Customer's advocate within Microsoft and facilitates a team that provides proactive services, technical support, and information services. The TAM also serves as the point of information delivery and

customer feedback to the product groups, quality and testing labs, research and development, and other Microsoft groups. Customer should plan for the utilization of Account Management time to ensure sufficient TAM availability for Proactive Services.

- a. Orientation and Planning Session. At the commencement of this Services Description, an Orientation and Planning session will be conducted with Customer management and staff to discuss the services available, gather input, and jointly develop a Service Delivery Plan. This meeting will be held via teleconference unless an onsite visit has been purchased.
- b. Escalation Management. Incidents that require escalation to Microsoft technical and management resources will be closely managed to expedite resolution. It is important that Customer also provide an internal escalation process to facilitate communication between management levels in Microsoft and Customer as appropriate.
- c. Service Delivery Plan. The Service Delivery Plan will represent a roadmap for using Premier Support services during the year. Components of the plan may include high-level objectives, overview of major projects, key satisfaction drivers, resource requirements, and a schedule of planned activities.
- d. Status Meetings and Reporting. On a mutually agreed upon basis, a status report will be prepared which will summarize services delivered during the previous period and assess progress against the Service Delivery Plan. Status meetings will be conducted to discuss service activities, review and/or modify the Service Delivery Plan, monitor Customer satisfaction levels, and discuss actions required. These meetings will also include a review of support incidents submitted during the previous period and an outline of the services provided by the Alliance Support Team. These meetings will be held via teleconference unless otherwise agreed

3.2 Proactive Services. Proactive Services help Customer in planning and preparing for effective systems management and operations. Customer should plan for the utilization of Proactive Services to ensure sufficient TAM availability for Account Management activities. Proactive Services can include the following:

- a. Support Consulting. Microsoft can provide support consulting to identify and help prevent common support issues to decrease the likelihood of system outages and reduce total costs.
- b. Supportability Reviews. Microsoft can conduct supportability reviews to provide a systems assurance review of a plan for a specific system implementation, migration, or upgrade and may provide recommendations for a more stable and supportable environment. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document the review results. In order for Microsoft to complete a review during the term of this Services Description, applicable data must be submitted to Microsoft no later than 60 days prior to expiration.
- c. General Consulting. Microsoft can review development issues, assess development processes, and help with implementing best practices based on the Microsoft development framework. Additionally, Microsoft can examine testing processes and plans and offer guidance for implementing effective testing practices.
- d. Reviews. Microsoft can help address complex software design and development issues. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations. In order for Microsoft to complete reviews during the term of this Services Description, applicable data must be submitted to Microsoft no later than 60 days prior to expiration. The following reviews are offered:
 - **Technology Architecture Reviews** examine technology alignment and deployment intent, focusing on technology selection for a product or application implementation relative to Microsoft technology offerings.
 - **Application Design Reviews** examine application or product component architecture, focusing on the design of components for deployment in a multi-tiered architecture model. Specific issues addressed include compliance with Microsoft component design guidelines, effective distributed component communication techniques, and efficient use of runtime services.
 - **Code Reviews** are inspections of specific, critical software components in applications. Microsoft will work with Customer to choose the appropriate components for analysis based upon existing or expected problems.
 - **Custom Reviews** can be crafted to meet specific needs as they relate to the use of Microsoft technologies.
- e. Lab Access. Microsoft can provide access to a lab facility to assist with Customer product development, testing, and migration activities. These facilities must be scheduled in advance and are subject to availability.
 - **Application Performance Benchmarking** assistance can include activities to evaluate application performance, identify bottlenecks, and suggest recommendations for improvement. The lab facilities can also be used to evaluate scalability limitations based on specific Customer objectives.
 - **Prototyping** can assist Customer in building proof-of-concept scenarios or workarounds in order to validate technology implementations.
 - **Porting and Migration Assistance** can help Customer devise strategies for porting and migrating applications and data to Microsoft technologies. The lab facilities can be used to validate specific techniques and identify potential problem areas.

3.3 Information Services. Information Services provide technical information about Microsoft products and support tools that enable Customer to implement and operate Microsoft products in an efficient and effective manner.

- f. Premier Online Support website.¹ The Premier Online Support website provides secured access to the following information resources:
- Regularly updated Product Newsflashes documenting the key support and operational information about Microsoft products.
 - Critical Problem Alerts notifying Customer in advance of potentially high-impact problems.
 - Web Response tool for submitting and checking status on support incidents.
 - Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides used by Microsoft support professionals.
- g. Participation in Expert Roundtables. Expert Roundtables are regularly scheduled teleconference discussions led by Microsoft program managers, developers and support professionals covering key areas of Microsoft technology.
- h. Microsoft TechNet Plus Subscription. A single server license of TechNet Plus provides a comprehensive information resource distributed on CD-ROM that includes 300,000 pages of technical documentation, Resource Kits, and Service Packs.
- i. Microsoft Developer Network Subscription. A Universal Edition - single user license of the Microsoft Developer Network provides an extensive collection of programming information, development toolkits, and sample code library delivered on CD-ROM.
- 3.4 Responsive Services.** Alliance Support provides two processes for problem resolution services involving Microsoft products: a) Alliance Support Team Problem Resolution and b) Traditional Incident Model.

Incident Definition. An "incident" is defined as a single support issue and the reasonable effort(s) needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate problems. If a problem consists of subordinate problems, each subordinate problem shall be considered a separate incident. Before Microsoft provides support for an incident, Customer and Microsoft's support professional(s) must agree on what the problem is and the parameters for an acceptable solution. An incident may require multiple telephone calls and off-line research to achieve final resolution.

a. Alliance Support Team Problem Resolution. Alliance Support Team provides Customer staff with designated Support Professionals familiar with the customer's environment, product utilization, in-house support structure and support requirements. A designated Support Professional familiar with the Customer environment will handle incidents submitted to the Alliance Support Team. These Support Professionals are recognized experts in their product areas and are available 7x24 when pre-arranged to support escalations or planned deployments. Incidents submitted to this team may require resources from the standard product support queues for resolution although ownership of the incident remains with the Alliance Support Team. Depending on availability of designated Support Professionals and the criticality of the issue to Customer, incidents may need to be opened with the standard product support queues through the Traditional Incident Model. Incidents opened directly with the Alliance Support Team do not affect the total incident pool.

b. Traditional Incident Model. Customer will have preferred access to non-designated Microsoft support professionals 24 hours a day, 7 days a week. Incidents may be submitted via telephone or electronically through the online support web site by the Customer Support Manager ("CSM") and designated Customer Contacts. To preserve response time commitments, any incident designated by Customer as Severity Level A or B ("Critical Incident Submission") must be submitted via telephone call to Microsoft's Support Center. Incidents are drawn from a pre-paid pool. The CSM will control the management of this pool and utilization trends will be reviewed during regular status meetings. The incident severity will determine the response levels within Microsoft and the estimated response times are defined in the following table.

¹ The current minimum requirements for accessing the Premier Online Support website include Internet Explorer 3.x or later (or Netscape Communicator 3.x or later), enabling the SSL port (443) if connecting from behind a firewall, SSL2.0 or 3.0, and enabling cookies. These requirements are subject to change at any time.

Severity	Definition	Estimated Initial Response Time
A	<ul style="list-style-type: none"> System, Network, Server, or Critical Application down situation severely impacting customer production and/or profitability High-impact problem in which production, operations, or development are proceeding but impacted to the extent that production and/or profitability will be severely impacted within several days 	Immediate
B	<ul style="list-style-type: none"> High-impact problem where production is proceeding, but in a significantly impaired fashion Time sensitive issue important to long-term productivity that is not causing an immediate work stoppage 	Immediate - 2 hours
C	<ul style="list-style-type: none"> Important issue which does not have significant current productivity impact for the customer 	Immediate - 4 hours
D	<ul style="list-style-type: none"> Issue requires no further action beyond monitoring for follow-up if needed 	N/A

- j. **Hotfix Support.** In situations where Microsoft cannot provide a satisfactory resolution to Customer's critical problem through normal support methods, Microsoft may engage its product development team to create a hotfix to the Microsoft product. Hotfixes are designed to address a specific Customer situation and may not be distributed outside the Customer organization without written consent from Microsoft. Hotfixes are not regression tested, although collections of hotfixes are periodically made available through rigorously tested Service Packs.
- k. **Remote Dial-In.** At Customer's request, Microsoft will access Customer's system via remote dial-in to analyze problems. This is done with Customer's permission only, and Microsoft personnel will access only those systems authorized by Customer. Microsoft may provide Customer with software to assist with problem diagnosis and/or resolution. Such software is the property of Microsoft and will be returned to Microsoft promptly upon request.
- l. **Multivendor Coordination.** Microsoft will work with your other key vendors to resolve problems in a heterogeneous environment. When problems reported on Microsoft products involve interactions with other vendors' products and Customer has a support agreement with that vendor, Microsoft will share diagnostic information and collaborate to provide a solution.
- m. **Onsite Emergency Support.** In critical situations, Customer may request onsite emergency support as a separate and distinct billable service. Onsite emergency support is subject to Microsoft resource availability, and the tasks performed will vary based on the situation, environment, and business impact of the problem.

4. CUSTOMER RESPONSIBILITIES. This section describes the roles and responsibilities required by Customer. Microsoft's performance is predicated upon the following responsibilities being fulfilled by Customer in accordance with this Services Description.

- Customer will designate a Customer Support Manager (based in the United States or Canada) who will be responsible for leading the Customer team and will manage all Customer activities, tasks, and responsibilities associated with this Services Description.
- Customer will work with Microsoft to plan for the utilization of Account Management and Proactive Services based upon the service level purchased and will provide feedback to the TAM on a regular basis.
- Customer can designate four Named Contacts (including CSM) and each will be supplied with an individual account number.
- Customer may identify two types of Group Contacts as follows:
 - One type with shared account IDs that provide access to the Premier Online Support website for information content and the ability to submit incidents via web or telephone.
 - One type with shared account IDs that provide access to the Premier Online Support website for information content only.
- The CSM will manage Customer's process for submitting incidents to Microsoft and is responsible for establishing a process within Customer's organization for controlling the submission of incidents. Customer is responsible for setting the initial severity (A through C for new issues) and can request a change in severity at any time. The table below identifies severities that may be assigned to an incident and Customer responsibilities at each level:

Severity	Customer should be prepared to:
Severity A	<ul style="list-style-type: none"> Commit appropriate resources to be available to provide additional information within one day of Microsoft's request Make reasonable efforts to apply suggested solutions within a half day of receipt
Severity B	<ul style="list-style-type: none"> Begin the process required to provide additional information to resolve the problem within one day of Microsoft's request Make reasonable efforts to apply the solution provided by Microsoft within one day of receipt
Severity C	<ul style="list-style-type: none"> Monitor and respond as necessary
Severity D	<ul style="list-style-type: none"> Monitor as necessary

- Customer may be asked to perform problem determination activities as suggested by Microsoft. Problem determination activities may include performing network traces, capturing error messages, and collecting configuration information. Customer may also be requested to perform problem resolution activities including changing product configurations, installing new versions of software or new components, or modifying processes.
- Customer is responsible for implementing procedures necessary to safeguard the integrity and security of software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures. Microsoft may be able to assist in reconstructing data files in the absence of sound backup procedures, but results cannot be guaranteed and these activities will be considered a separate and distinct billable service.

5. **PREMIER and ALLIANCE SUPPORT FEES.** All fees and any applicable taxes are due upon acceptance of this Services Description and payable within 30 days in accordance with the Prompt Payment Act. Prior to initiating service, Microsoft must be in receipt of a purchase order, check, or other acceptable form of payment.

Items 1 through 9 may only be used within a consecutive 12-month period. Items 10 through 22 may only be purchased in addition to Items 1 through 9 to be used within the same period.

Premier and Alliance Support Packages												
*Please note that the quantities listed are "up to" amounts, e.g., Up to 1600 Hours of TAM Time, except for Proactive Credits, which is the actual amount provided.												
Item Selected	TAM Hours *	Alliance Support Team (AST) Hours *	Reactive Incidents *	Named Contacts *	Group Web IDs *	Group Service Desk IDs *	TechNet Single Server	MSDN Universal Subscription	TAM On-Site Visit	Proactive Credits	Commercial Price	Army IDIQ Discounted Price
	TAM	AST	Incidents	NC	G W	S D	T N	MSDN	Onsite	Credits	Comm. Price	Discount price
Item 1 - PM BES	950	1600	80	18	5	5	4	4	5	50	\$566,940	\$507,720
	Technical Focus: This custom offering must be purchased to establish the discount level available on this IDIQ contract. This contract includes services to be delivered to the following sites: PM BES, MDW, HQ ASC, ISEC, Fort Belvoir DOIM and USANETA.											
	TAM	AST	Incidents	NC	G W	S D	T N	MSDN	Onsite	Credits	Comm. Price	Discount price
Item 2	1600	3200	100	16	4	4	4	4	4	0	\$913,640	\$878,000
	Technical Focus: This offering is designed for MACOMs, Theater Commands, Program Management Organizations, large Tenant organizations, large Army enterprises with centralized and/or regional management capabilities and service to remote sites that require routine support interaction with Microsoft. Includes Designated support for two enterprise products such as Windows 2000 or Exchange and infrastructure support for all Microsoft products. A target customer for this item manages between 80K and 130K desktops.											
	TAM	AST	Incidents	NC	G W	S D	T N	MSDN	Onsite	Credits	Comm. Price	Discount price
Item 3	800	1600	75	12	2	1	2	2	2	0	\$475,570	\$457,000
	Technical Focus: This offering is designed for MACOMs, Theater Commands and large DOIM-supported installations and Tenant organizations which require Designated support for an enterprise product such as Exchange and infrastructure support for all Microsoft products. This offering is ideal to cover a major upgrade or product deployment for one product and will accommodate weekly interaction with Microsoft support. A target customer for this item manages between 40K and 65K desktops.											
	TAM	AST	Incidents	NC	G W	S D	T N	MSDN	Onsite	Credits	Comm. Price	Discount price
Item 4	400	800	50	8	1	1	1	1	1	0	\$247,160	\$237,500

Technical Focus: This offering has been developed for Theater Commands and large DOIM-supported installations. Includes Designated support for one product and infrastructure support for all Microsoft products. This offering is ideal to cover a product upgrade and ongoing support for Microsoft products and will accommodate biweekly interaction with Microsoft support. A target customer for this item manages between 16K and 40K desktops.												
Premier and Alliance Support Packages												
*Please note that the quantities listed are "up to" amounts, e.g., Up to 1600 Hours of TAM Time, except for Proactive Credits, which is the actual amount provided.												
Item Selected	TAM Hours *	Alliance Support Team (AST) Hours *	Reactive Incidents *	Named Contacts *	Group Web IDs *	Group Service Desk IDs *	TechNet Single Server	MSDN Universal Subscription	TAM On-Site Visit	Proactive Credits	Commercial Price	Army IDIQ Discounted Price
	TAM	AST	Incidents	NC	G W	SD	T N	MSDN	Onsite	Credits	Comm. Price	Discount price
Item 5	200	400	25	4	1	1	1	1	1	0	\$126,410	\$121,580
	Technical Focus: This offering is designed for smaller Army organizations that require irregular interaction with the Designated support for one enterprise product or infrastructure support for all Microsoft products. A target customer for this item manages between 7K and 15K desktops.											
Item 6	1600	400	100	16	4	4	4	4	4	0	\$437,640	\$421,040
	Strategic Focus: This offering has been developed for MACOMs and the largest Army enterprises with centralized and/or regional enterprise management capabilities and service to remote sites. Routine interaction with Microsoft for infrastructure support for all Microsoft products and biweekly interaction with Designated support for one enterprise product such as Exchange is the expected level of activity for this offering. A target customer for this item manages between 30K and 60K desktops.											
Item 7	800	200	75	8	2	2	2	2	2	0	\$237,570	\$228,520
	Strategic Focus: This offering has been developed for Theater Commands and large DOIM-supported installations/Tenants for infrastructure support and Designated support for one product. This level of support will accommodate weekly interaction with Microsoft. A target customer for this item manages between 14K and 20K desktops.											
Item 8	400	0	50	4	1	1	1	1	1	0	\$111,160	\$106,940
	Strategic Focus: This offering has been developed for large DOIM-supported installations/Tenants and provides biweekly infrastructure support for all Microsoft products. No access to Designated support is included. A target customer for this item manages between 5K and 10K desktops.											
Item 9	200	0	25	4	1	1	1	1	1	0	\$58,610	\$56,300

	<p>Strategic Focus: This offering is for smaller Army organizations that require irregular infrastructure support for all of Microsoft products with no access to Designated support.</p> <p>A target customer for this item manages between 1K and 5K desktops.</p>
--	---

Premier and Alliance Support Add-On Services (May only be purchased in addition to Items 1 through 9)			
Item Selected	Add On Services	Commercial Price	IDIQ Discounted Price
Item 10 - TAM Time	One hour of TAM (Technical Account Manager) time for proactive work, technical consulting and account management services. TAM hours are used for Support Consulting, Supportability Reviews, Issue Management, Workshops and Assessments, Account Management and Multi-vendor Coordination. Additional TAM time may only be added to an existing contract.	\$170/hr	\$163.20/hr
Item 11 - AST Time	One hour of AST (Alliance Support Team) time for Designated support on proactive product management. Highly trained Microsoft technical experts in any on of the following products: NT, Windows 2000/XP/.Net, Exchange, SQL or SMS. Includes any support incidents worked for the selected product, reactive issue resolution and problem solving, support consulting and proactive services. AST services are for specific technologies. Additional AST time may only be added to an existing contract. May only be added to an existing contract in increments of 100 hours.	\$170/hr	\$163.20/hr
Item 12 - Additional Enterprise Incidents	5 pack of incidents with 20 hours of TAM time. Incidents may only be added to existing contracts and TAM time must be purchased with the additional incidents.	\$7,150	\$6,864
SUBSCRIPTIONS			
Item 13 - TechNet Subscription	1 TechNet Single Server Subscription Unlimited User – Provides monthly updates of all articles and whitepapers. Provides detailed documentation of Microsoft products	\$860	\$860

Item 14 - MSDN Subscription	1 Single User MSDN Universal Subscription – a membership product which delivers the latest programming tools, technologies, and information from Microsoft.	\$2,800	\$2,800
Premier and Alliance Support Add-On Services <i>(May only be purchased in addition to Items 1 through 9)</i>			
ON SITE ACTIVITIES			
Item 15 - Site Visit	Onsite Knowledge Transfer site visit form TAM, up to 2 days in length, includes Transportation and Expenses.	\$2,000	\$2,000
Item 16 – On site resource CONUS	Upgrade from Designated resource to an On Site Dedicated resource (per individual) (CONUS).	\$50,000	\$50,000
Item 17 - On site resource OCONUS	This is a rough estimate of the cost. The specific add-on cost for an on-site resource will be based on the customer local area and host-organization requirements. Please contact the purchasing vehicle administrator for details on how to proceed with this option.	\$100,000	\$100,000
DEVELOPER SUPPORT			
Item 18 - ADC Time	Application Development Consultant (ADC) Hours: Provides a development consultant to support development activities (scripting, .Net, COM, C++)	\$170/hr	\$163.20/hr
Item 19 - Developer Incidents	5 Developer incidents with 20 TAM/ADC hours. Incidents may only be added to existing contracts and TAM/ADC time must be purchased with the additional incidents.	\$8,400	\$8,064
MISCELLANEOUS			
Item 20 - MOF Workshop Item 21 - Workshops	Microsoft Operations Framework (MOF) Workshop Premier Proactive Workshop	\$15,000	\$15,000

Item 22 - Proactive Credits	Proactive credits may be used to purchase additional proactive services such as support reviews, assessments, additional incidents, emergency on-site visits at customer discretion. The actual use of the credits will be determined during the term of the contract.	\$1000/ea.	\$1000/ea.
--	--	------------	------------

Microsoft and Customer Contacts:

Customer Name:

Contacts for questions and notices about this Service Description:

Microsoft	Customer
Name:	Name:
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

Customer Named Contacts:

Please provide full details for the CSM and each Named Contact. Any subsequent changes to the Named Contacts should be submitted to the TAM by the CSM.

CSM Name:	Named Contact Name:
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()
Named Contact Name:	Named Contact Name:
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

ATTACHMENT B

52.212-4 Contract Terms and Conditions -- Commercial Items (May 2001)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (May 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - ☐ (ii) Alternate I to 52.219-5.
 - ☐ (iii) Alternate II to 52.219-5.
- ☐ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - ☐ (ii) Alternate I of 52.219-23.
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- ☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
 - ☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- ☐ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
 - ☐ (ii) Alternate I of 52.225-3.
 - ☐ (iii) Alternate II of 52.225-3.
- ☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ☐ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ☐ (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- ☐ (25) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).

- ___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).
[Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006)]

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

(End of Clause)

MICROSOFT CORPORATION REPRESENTATIONS AND CERTIFICATIONS

52.212-3 - Offeror representations and Certifications -- Commercial Items (Apr 2001)

- (a) Definitions. The definitions at FAR 52.212-3 are hereby incorporated by reference.
- (b) Taxpayer Identification Number (TIN)
- (3) Taxpayer Identification Number (TIN).
- [x] TIN: 91-1144442
- (4) Type of organization.
- [x] Corporate entity (not tax-exempt); Microsoft is incorporated under the laws of the State of Washington.
- (5) Common parent.
- [x] Microsoft is not owned or controlled by a common parent;
- (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.
- (1) Small business concern. Microsoft represents that it is not a small business concern.
- (d) Representations required to implement provisions of Executive Order 11246 –
- (1) Previous contracts and compliance. Microsoft represents that –
- (i) It [x] has participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It [x] has filed all required compliance reports.
- (2) Affirmative Action Compliance. Microsoft represents that –
- (i) It [x] has developed and has on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2).
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, Microsoft certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) Buy American Act-Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act -- Balance of Payments Program -- Supplies, is included in this solicitation.)
- (1) Microsoft certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled “Buy American Act -- Balance of Payments Program -- Supplies” and that Microsoft has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
- (2) Foreign End Products: FOR THE PURPOSES OF THIS CERTIFICATION, NO MICROSOFT PRODUCTS QUALIFY AS DOMESTIC END PRODUCTS.
- (g)(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) Microsoft certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled “Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program” and that Microsoft has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) Microsoft certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program”:

NAFTA Country or Israeli End Products: FOR THE PURPOSES OF THIS CERTIFICATION, NO MICROSOFT PRODUCTS ARE NAFTA COUNTRY OR ISRAELI END PRODUCTS.

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products: FOR THE PURPOSES OF THIS CERTIFICATION, ALL MICROSOFT PRODUCTS ARE FOREIGN END PRODUCTS NOT MANUFACTURED IN THE UNITED STATES.

(2) Buy American Act -- North American Free Trade Agreements -- Israeli Trade Act -- Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) Microsoft certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program”:

Canadian End Products: FOR THE PURPOSES OF THIS CERTIFICATION, NO MICROSOFT PRODUCTS ARE CANADIAN END PRODUCTS.

(3) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program”:

Canadian or Israeli End Products: FOR THE PURPOSES OF THIS CERTIFICATION, NO MICROSOFT PRODUCTS ARE CANADIAN OR ISRAELI END PRODUCTS.

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) Microsoft certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products: FOR THE PURPOSES OF THIS CERTIFICATION, NO MICROSOFT HARDWARE PRODUCTS ARE U.S.-MADE, DESIGNATED COUNTRY, CARIBBEAN BASIN COUNTRY OR NAFTA COUNTRY END PRODUCTS.

(h) THIS PARAGRAPH IS STAYED IN ACCORDANCE WITH FEDERAL ACQUISITION CIRCULAR (FAC) 97-24 (66 FED. REG. 17754) (APRIL 3, 2001)

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) Microsoft certifies, to the best of its knowledge and belief, that --

(1) Microsoft and/or any of its principals [x] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [x] Have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [x] are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(j) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

-- (i) Microsoft will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

-- (ii) Microsoft may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. Microsoft certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, Microsoft certifies that it is not aware of any such use of child labor.

(End of Provision)

[Class Deviation- 2001-O0001, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System. Effective through 30 April 2004, or until the FAR is revised.]

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER--COMMERCIAL ITEMS (XXX 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, the Service Contract Act As Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of Clause)

ATTACHMENT C

MICROSOFT CORPORATION'S ADDENDUM TO FAR 52.212-4

This Addendum sets forth the general terms and conditions under which Microsoft Corporation, either on its own behalf or through its affiliates ("Microsoft"), will provide support services to you through the contract which consists of Purchase Order **DAAB15-02-D-1002** with Attachments A, B and C, and mutually agreed upon modifications to the Purchase Order ("Contract").

In this Addendum, "you" means, as the context requires, the customer as defined in the Services Description in Attachment A; "we" or "us" means Microsoft; "affiliate" means (i) with regard to you, an agency or department of the United States Government, and (ii) with regard to us, legal entities that we own, which own us, or which are under common ownership with us; and "fixes" means hotfixes, bug fixes, workarounds, patches, beta fixes and beta builds.

1. Support services. We agree to provide product support under the terms and conditions of this Addendum. The precise scope of the services is specified in the Services Description. Our ability to deliver the services depends upon your full and timely cooperation, as well as the accuracy and completeness of any information you provide. During the term of the Contract, we can add support for new products or discontinue support for products that are obsolete or the intellectual property rights of which are sold to another company. If we discontinue support for a product, we must give you six months prior notice. If we sell to another company the intellectual property rights to a product, we will give you notice of the sale and either (i) arrange for the other company to continue the support immediately; or (ii) continue support ourselves for 90 days to give you time to make alternative arrangements.

There may be cases where your implementation of our products cannot be effectively supported. As part of providing the support services, we will notify you if we reach that conclusion. If you do not modify that implementation to make it effectively supportable within 30 days after the notice, we will not be obligated to provide additional support services for that particular implementation.

We will provide support services only for Microsoft products that are validly licensed.

2. Restrictions on use. You may not:

- Rent, lease, lend or host service deliverables, except where we agree by written agreement;
- Reverse engineer, de-compile or disassemble fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation;
- Transfer licenses to, or sublicense fixes or service deliverables.

You acknowledge that software licensed under the Contract is of U.S. origin. You agree to comply with all applicable international and national laws that apply to these products, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft products, see <http://www.microsoft.com/exporting/>.

3. Data Rights.

a. Fixes. Use of fixes is defined by your license agreement for the affected product or, if the fix is not provided for a specific product, any other use terms we provide. All fixes are licensed to you. Hotfixes are designed to address a specific situation and may not be distributed outside the Customer organization without written consent from us. We will provide you with a copy of the applicable product use rights or other use terms, or we will make them available to you either by publication on the World Wide Web at a site we identify to you or by some other reasonable means. You acknowledge you have access to the World Wide Web. We do not transfer ownership rights in any licensed product and we reserve all rights not explicitly granted.

b. Materials. All rights in the materials developed by us and provided to you in connection with the General Consulting and the Reviews ("Materials") shall be owned by us. We will grant you a non-exclusive, perpetual, fully paid up license to use, reproduce and modify the Materials for any purpose, without any obligations of accounting or payment of royalties, provided that you agree to limit your use, reproduction and modification of Materials for your internal operations and not for resale or distribution outside your organization. You may sublicense the rights granted to your affiliates. All rights not expressly granted, are reserved.

c. Sample Code. We grant you a nonexclusive, royalty free right to use and modify sample code provided hereunder ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that you agree: (i) to not use our name, logo, or trademarks to market your software product; (ii) to include a valid copyright notice on your software product; and (iii) to indemnify, hold harmless, and defend us and our suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your software product. All rights not expressly granted, are reserved.

4. **Fees.** You agree to pay us the fees described in the Services Description, and reasonable out-of-pocket travel and living expenses (if any) in accordance with the Federal Travel Regulation and/or Joint Travel Regulation. We will not change our fees during the term of the Contract, but we may adjust fees prior to entering any new services description. Our fees exclude taxes, duties, tariffs or other governmental charges or expenses (including, without limitation, any value added taxes). We are responsible for taxes based upon our personal property ownership and net income. Failure to pay for more than 60 days after the date of invoice shall be a material breach.

5. **Confidentiality Subject to 5 U.S.C. § 552 and 18 U.S.C. § 1905:**

a. Confidential information. Confidential information means information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes non-public information regarding either party's products, features and marketing and promotions. Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it under the Contract; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

b. Use of confidential information. For a period of five years after disclosure, neither party will use the other's confidential information without the other's written consent except in furtherance of this business relationship or disclose the other's confidential information except (i) to obtain advice from legal or financial consultants, or (ii) if compelled by law, in which case the disclosing party will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested.

You and we will take reasonable precautions to safeguard each other's confidential information. Such precautions will be at least as great as those we each take to protect our own confidential information. You and we will disclose each other's confidential information to our employees or consultants only on a need-to-know basis and subject to the confidentiality obligations imposed here. When confidential information is no longer necessary to perform any obligation under the Contract, each of us will return it to the other or destroy it at the other's request.

c. Retained rights. You and we are free to develop products independently without the use of the other's confidential information. Neither you nor we are obligated to restrict the future work assignments of people who have had access to confidential information. In addition, you, we and these people are free to use the information that these people remember related to information technology, including ideas, concepts, know-how or techniques, so long as such use does not disclose confidential information of the other party in violation of the Contract. This use shall not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate license.

We or you may provide suggestions, comments or other feedback to the other with respect to the other's confidential information. Feedback is voluntary and the receiving party is not required to hold it in confidence. The receiving party will not disclose the source of feedback without the providing party's consent. Feedback may be used for any purpose without obligation of any kind.

d. Cooperation in the event of disclosure. Each of us will immediately notify the other upon discovery of any unauthorized use or disclosure of confidential information and will cooperate in any reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use.

e. Knowledge base. We may use any technical information we derive from providing the services relating to problem resolution, troubleshooting, product functionality enhancements and fixes, for our knowledge base. We agree not to identify you or disclose any of your confidential information in any item in the knowledge base.

6. **Warranties.** We warrant that all services will be performed using generally accepted industry standards and practices. We will use commercially reasonable efforts in providing product support services.

7. **No other warranties.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN PARAGRAPH 6, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS, SERVICE DELIVERABLES, RELATED MATERIALS AND SERVICES. WE WILL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.

8. **Defense of infringement claim.** We will defend you against any claim by an unaffiliated third party that any service deliverable infringes its copyright, and will pay the amount of any resulting adverse final judgment (or settlement to which we

consent). You must notify us promptly in writing of the claim and allow us to have significant control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance.

Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) specifications you provide to us for the service deliverables; (ii) code or materials provided by you as part of service deliverables; (iii) your running of the service deliverables after we notify you to discontinue running due to such a claim; (iv) your combining the service deliverables with a non-Microsoft product, data or business process; (v) use of, or access to, the service deliverables by any person or entity other than an employee of you or one of your affiliates; or (vi) your altering the service deliverables. You will reimburse us for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a service deliverable, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to run the allegedly infringing service deliverable, or (ii) modify the service deliverable or replace it with a functional equivalent to make it non-infringing, in which case you will stop running the allegedly infringing product or service deliverable immediately. If, as a result of an infringement claim, your use of a service deliverable is enjoined by a court of competent jurisdiction, we will use commercially reasonable efforts to either procure the right to continue its use, replace it with a functional equivalent, or modify it to make it non-infringing.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section.

9. Limitations of liability.

a. Limitation. There may be situations in which you have a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claim, our liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid for the services giving rise to the claim. In the case of our responsibilities with respect to third party copyright infringement claims, our obligation to defend such claims will not be subject to the preceding limitation, but our liability to pay damages resulting from any final adjudication (or settlement to which we consent) will be. In the case of services provided to you free of charge, or code you are authorized to redistribute to third parties without separate payment to Microsoft, our total liability to you will not exceed US\$5000. The limitations contained in this paragraph will not apply with respect to our obligations under Section 5 (confidentiality).

b. No liability for certain damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH THE CONTRACT, PRODUCT OR SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

c. Application. The limitations on and exclusions of liability for damages in this Addendum apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

10. Term and Termination. The Contract will remain in effect until the Termination Date unless otherwise terminated prior to that time. Notwithstanding the above, Microsoft shall provide services ordered before the Termination Date in accordance with 52.216-22. You may terminate the Contract for convenience by giving us 30 days written notice. Either party may terminate the Contract if the other party is in material breach or default of any obligation that is not cured within 30 days notice of such breach. You agree to pay all fees for services performed and expenses incurred prior to termination.

11. Notices. All notices, authorizations, and requests in connection with the Contract must be sent by post, express courier, facsimile, or email to the addresses indicated below. Notices will be deemed given on the date they are shown on the postal return receipt or on the courier, facsimile or email confirmation of delivery.

To You: _____ _____ _____ _____ _____	To Us: Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 Attention: _____ Phone: _____
Attention: _____	

Phone: _____	Fax: _____
Fax: _____	cc: Law and Corporate Affairs One Microsoft Way Redmond, WA 98052-6399

12. Insurance. At all times when we will be performing services on your premises pursuant to the Contract, we will procure and maintain the following coverages via either commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative:

- a. Commercial General Liability covering bodily injury and property damage liability with a limit of not less than \$1,000,000 each occurrence;
- b. Workers' Compensation (or maintenance of a legally permitted and governmentally-approved program of self-insurance) covering Microsoft employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by our employees;
- c. Employer's Liability with limits of not less than \$1,000,000 each accident; and
- d. Communications Liability and Errors & Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by us or our employees in the performance of the Contract, with a limit of liability of not less than \$2,000,000 each claim.

We will provide you with evidence of coverage on request.

13. MISCELLANEOUS.

- a. No assignment. Neither party may assign the Contract without the written consent of the other in a manner inconsistent with 48 CFR 52.212-4(b).
- b. Entire agreement. The Contract constitutes our entire agreement concerning the subject matter hereof, and supersedes any other prior and contemporaneous communications. The terms on any purchase order or other general terms and conditions you maintain do not apply other than the description of services required by you and agreed to by us. This Contract can be changed only by an amendment signed by both parties.
- c. Survival. The provisions regarding fees and expenses, confidentiality, ownership and license, warranties, limitations of liability, obligations on termination or expiration, and miscellaneous of this Addendum, and any provisions specified as surviving in the Services Description, survive any termination or expiration of the Contract.
- d. Severability. If a court holds any provision of the Contract to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and that parties will amend the Contract to give effect to the stricken clause to the maximum extent possible.
- e. Waiver. No waiver of any breach of the Contract shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- f. Independent contractor; subcontractors. We provide our services as an independent contractor, and will be responsible for any and all social security, unemployment, workers' compensation and other withholding taxes for all of our employees. We may use subcontractors to perform services, in which case we will be responsible for the performance of those subcontractors.
- g. Force majeure. To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.
- h. Limitations on actions. Any action arising under the Contract must be brought within two years from the date that the cause of action arose.
- i. Cost or Pricing Data. We will not, under any circumstances, accept work that would require the submission of cost or pricing data as defined by 48 CFR 15.4.

j. Note on Java support. The products, fixes or service deliverables may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. *Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.*

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A PM, BES SUPPORT 950 TECHNICAL ACCT MANAGER (TAM) HOURS 1600 ALLIANCE SUPPORT TEAM (AST) HOURS 80 REACTIVE INCIDENTS 18 NAMED CONTACTS 5 GROUP WEB ID'S 5 GROUP SERVICE DESK ID'S 4 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION) 4 MSDN UNIVERSAL SUBSCRIPTIONS 5 TAM ON-SITE VISITS 50 PROACTIVE CREDITS	1	EA	\$ 507,720.00	\$ 507,720.00
0002	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A LARGE SCALE CENTRALLY MANAGED SUPPORT SERVICES 1600 TECHNICAL ACCT MANAGER (TAM) HOURS 3200 ALLIANCE SUPPORT TEAM (AST) HOURS 100 REACTIVE INCIDENTS 16 NAMED CONTACTS 4 GROUP WEB ID'S 4 GROUP SERVICE DESK ID'S 4 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION) 4 MSDN UNIVERSAL SUBSCRIPTIONS 4 TAM ON-SITE VISITS NO PROACTIVE CREDITS	1	EA	\$ 807,520.00	\$ 807,520.00
0003	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A LARGE SCALE DOIM MANAGED SUPPORT SERVICES 800 TECHNICAL ACCT MANAGER (TAM) HOURS 1600 ALLIANCE SUPPORT TEAM (AST) HOURS 75 REACTIVE INCIDENTS 12 NAMED CONTACTS 2 GROUP WEB ID'S 1 GROUP SERVICE DESK ID'S 2 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION) 2 MSDN UNIVERSAL SUBSCRIPTIONS 2 TAM ON-SITE VISITS NO PROACTIVE CREDITS	1	EA	\$ 420,260.00	\$ 420,260.00
0004	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A THEATER COMMANDS AND LARGE DOIM MANAGED INSTALLATION SUPPORT SERVICES	1	EA	\$ 218,380.00	\$ 218,380.00

	400 TECHNICAL ACCT MANAGER (TAM) HOURS				
	800 ALLIANCE SUPPORT TEAM (AST) HOURS				
	50 REACTIVE INCIDENTS				
	8 NAMED CONTACTS				
	1 GROUP WEB ID'S				
	1 GROUP SERVICE DESK ID'S				
	1 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION)				
	1 MSDN UNIVERSAL SUBSCRIPTIONS				
	1 TAM ON-SITE VISITS				
	NO PROACTIVE CREDITS				
0005	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A SMALLER ORGANIZATION (7 TO 15K DESKTOPS) SUPPORT SERVICES	1 EA	\$	112,120.00	\$ 112,120.00
	200 TECHNICAL ACCT MANAGER (TAM) HOURS				
	400 ALLIANCE SUPPORT TEAM (AST) HOURS				
	25 REACTIVE INCIDENTS				
	4 NAMED CONTACTS				
	1 GROUP WEB ID'S				
	1 GROUP SERVICE DESK ID'S				
	1 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION)				
	1 MSDN UNIVERSAL SUBSCRIPTIONS				
	1 TAM ON-SITE VISITS				
	NO PROACTIVE CREDITS				
0006	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A LARGE SCALE CENTRALLY/REGIONALLY MANAGED ENTERPRISE WITH REMOTE SITE SERVICE RESPONSIBILITY SUPPORT SERVICES	1 EA	\$	807,520.00	\$ 807,520.00
	1600 TECHNICAL ACCT MANAGER (TAM) HOURS				
	400 ALLIANCE SUPPORT TEAM (AST) HOURS				
	100 REACTIVE INCIDENTS				
	16 NAMED CONTACTS				
	4 GROUP WEB ID'S				
	4 GROUP SERVICE DESK ID'S				
	4 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION)				
	4 MSDN UNIVERSAL SUBSCRIPTIONS				
	4 TAM ON-SITE VISITS				
	NO PROACTIVE CREDITS				
0007	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A THEATER COMMANDS AND LARGE SCALE DOIM SUPPORTED INSTALLATION/TENNANTS SUPPORT SERVICES	1 EA	\$	210,820.00	\$ 210,820.00
	800 TECHNICAL ACCT MANAGER (TAM) HOURS				

	200 ALLIANCE SUPPORT TEAM (AST) HOURS				
	75 REACTIVE INCIDENTS				
	8 NAMED CONTACTS				
	2 GROUP WEB ID'S				
	2 GROUP SERVICE DESK ID'S				
	2 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION)				
	2 MSDN UNIVERSAL SUBSCRIPTIONS				
	2 TAM ON-SITE VISITS				
	NO PROACTIVE CREDITS				
0008	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A	1 EA	\$	98,700.00	\$ 98,700.00
	LARGE DOIM SUPPORTED INSTALLATION/TENNANTS SUPPORT SERVICES				
	400 TECHNICAL ACCT MANAGER (TAM) HOURS				
	0 ALLIANCE SUPPORT TEAM (AST) HOURS				
	50 REACTIVE INCIDENTS				
	4 NAMED CONTACTS				
	1 GROUP WEB ID'S				
	1 GROUP SERVICE DESK ID'S				
	1 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION)				
	1 MSDN UNIVERSAL SUBSCRIPTIONS				
	1 TAM ON-SITE VISITS				
	NO PROACTIVE CREDITS				
0009	MICROSOFT PREMIER SUPPORT SERVICES IAW ATTACHMENT A	1 EA	\$	52,280.00	\$ 52,280.00
	SMALLER ARMY ORGANIZATIONS REQUIRING IRREGULAR INFRASTRUCTURE SUPPORT,				
	SUPPORT SERVICES				
	200 TECHNICAL ACCT MANAGER (TAM) HOURS				
	0 ALLIANCE SUPPORT TEAM (AST) HOURS				
	50 REACTIVE INCIDENTS				
	4 NAMED CONTACTS				
	1 GROUP WEB ID'S				
	1 GROUP SERVICE DESK ID'S				
	1 TECHNET SINGLE SERVER (12 MONTH SUBSCRIPTION)				
	1 MSDN UNIVERSAL SUBSCRIPTIONS				
	1 TAM ON-SITE VISITS				
	NO PROACTIVE CREDITS				
0010	TECHNICAL ACCOUNT MANAGER (TAM) HOURS	1 HOUR	\$	149.60	
0011	ALLIANCE SUPPORT TEAM (AST) HOURS	1 HOUR	\$	149.60	
0012	5 PACK OF INCIDENTS WITH 20 HOURS TAM TIME	1 LOT	\$	6,292.00	
0013	1 TECHNET SINGLE SERVER SUBSCRIPTION, UNLIMITED USER	1 LOT	\$	860.00	

0014	1 SINGLE USER MSDN UNIVERSAL SUBSCRIPTION	1 LOT	\$	2,500.00
0015	ONSITE KNOWLEDGE TRANSFER SITE VISIT FORM TAM, UP TO 2 DAYS, INCLUDES TRANSPORTATION AND EXPENSES	1 LOT	\$	2,500.00
0016	UPGRADE FROM DESIGNATED RESOURCE TO ON-SITE DEDICATED RESOURCE (CONUS)	1 LOT	\$	50,000.00
0017	UPGRADE FROM DESIGNATED RESOURCE TO ON-SITE DEDICATED RESOURCE (OCONUS)	1 LOT	\$	100,000.00
0018	APPLICATION DEVELOPMENT CONSULTANT (ADC) HOURS	1 HOUR	\$	149.60
0019	5 DEVELOPER INCIDENTS WITH 20 TAM/ADC HOURS	1 LOT	\$	7,392.00
0020	MICROSOFT OPERATIONS FRAMEWORK (MOF) WORKSHOP	1 LOT	\$	15,000.00
0021	PREMIER PROACTIVE WORKSHOP	1 LOT	\$	15,000.00
0022	PROACTIVE CREDITS (MAY BE USED TO PURCHASE OF PROACTIVE SERVICES)	1 HOUR	\$	149.60